

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: February 19, 2003Division: Monroe County Sheriff's OfficeBulk Item: Yes X No Department: Monroe County Sheriff's Office

AGENDA ITEM WORDING: Approval of First Amendment to the FY 2003 Agreement for local road patrol law enforcement services between the City of Marathon, Monroe County Sheriff's Office, and Monroe County Board of County Commissioners.

ITEM BACKGROUND: This is an amendment to Article XVII (Option to Renew) changing the required notice from 90 days to 30 days.

PREVIOUS RELEVANT BOCC ACTION:

Approval of existing contract for local road patrol law enforcement services.

CONTRACT/AGREEMENT CHANGES: Changes the required notice to renew from 90 days to 30 days

STAFF RECOMMENDATIONS:

Approval

TOTAL COST: BUDGETED: Yes No COST TO COUNTY: SOURCE OF FUNDS: n/a REVENUE PRODUCING: Yes No AMOUNT PER MONTH Year APPROVED BY: County Atty OMB/Purchasing Risk Management

DIVISION DIRECTOR APPROVAL:

Richard D. Roth
Richard D. Roth, Sheriff

DOCUMENTATION: Included X To Follow Not Required DISPOSITION: AGENDA ITEM # NI

**FIRST AMENDMENT TO AGREEMENT BY AND BETWEEN THE SHERIFF OF
MONROE COUNTY, FLORIDA, THE MONROE COUNTY BOARD OF COUNTY
COMMISSIONERS AND THE CITY OF MARATHON
FOR POLICE SERVICES**

This First Amendment to Agreement for Police Services (the "First Amendment") made and entered into this 11th day of December, 2002, by and between the City of Marathon, Florida, a municipal corporation of the State of Florida (the "City") and the Monroe County Board of County Commissioners (the "County"), and the Monroe County Sheriff's Office (referred to collectively as "MCSO"), providing police services (the "Contractor").

WHEREAS, on September 19, 2001, City and Contractor entered into an agreement whereby Contractor has provided police services to the City (the "Agreement"); and

WHEREAS, said agreement ended on September 30, 2002; and

WHEREAS, City desires to renew the agreement pursuant to Article XVIII, Option to Renew, for a one-(1) year period until September 30, 2003 so that the Contractor can continue to provide police services to the City (the "First Amendment"). A copy of which is attached as Exhibit "A" and incorporated by this reference.

NOW THEREFORE, in consideration of the mutual covenants set forth in this First Amendment, the parties agree as follows:

1. **Amendment to Article XVII (Term) of the Agreement.** The parties hereby amend Article XVII (Term) of the Agreement to read as follows:

This Services Agreement shall remain in full force and effect commencing October 1, 2002 and ending September 30, 2003, all dates inclusive, unless this Service Agreement be otherwise extended or terminated in accordance with the terms hereof.

2. **Amendment to Article XVII (Option to Renew) of the Agreement.** The parties hereby amend Article XVII (Option to Renew) the Agreement to read as follows:


This Agreement may be renewed for a one-(1) year period upon mutual agreement of the parties. The City agrees to furnish MSCO notice of its intent to renew this Agreement no less than thirty (30) days prior to the expiration of this Agreement.

3. **No Further Modifications.** All other terms and conditions of the Agreement for police services not in conflict or superseded by this First Amendment shall remain in full force and effect as if set forth in full herein.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this First Amendment upon the terms and conditions above stated on the day and year first above written.

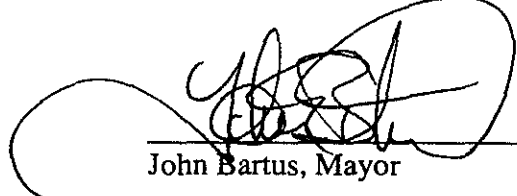
MSCO:

Sheriff Rick Roth
Monroe County Sheriff's Office
5525 College Road
Key West, Florida 33040



Richard D. Roth, Sheriff

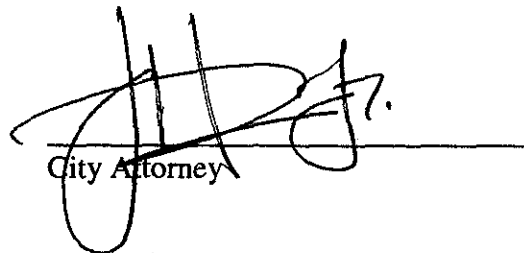
CITY:

CITY OF MARATHON,
FLORIDA
10045-55 Overseas Highway
Marathon, Florida, 33050


John Bartus, Mayor

Approved as to legal form and sufficiency:

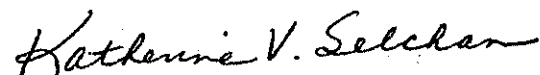

Mark L. Willis, General Counsel


City Attorney

Attest:

Danny L. Kohlage, Clerk of Court

Deputy Clerk


Katherine V. Selchan
City Clerk

Board of County Commissioners
of Monroe County Florida

By: _____
Mayor/Chairman